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Title: **Averill Park Central School District and Averill Park Central School District Non-Instructional Employees Association (1998)**

Employer Name: **Averill Park Central School District**

Union: **Averill Park Central School District Non-Instructional Employees Association**

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Averill Park Central School District
And Averill Park Non-Instruct Empl
Assn

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AGREEMENT

BETWEEN

THE CHIEF EXECUTIVE OFFICER
AVERILL PARK CENTRAL SCHOOL DISTRICT

AND

THE AVERILL PARK CENTRAL SCHOOL DISTRICT
NON-INSTRUCTIONAL EMPLOYEES ASSOCIATION

FOR THE PERIOD
JULY 1, 1998 – JUNE 30, 2002
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

SEP 14 2001

EXECUTIVE DIRECTOR

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This Agreement entered into this 3rd day of March, 1999 by and between the Chief Executive Officer of the Averill Park School District (hereinafter referred to as the "Superintendent" or "Employer") and the Averill Park Central School District Non-Instructional Employees Association, (hereinafter referred to as the "Union") will cover the period July 1, 1998 through June 30, 2002 and is intended to cover all terms and conditions of employment and to delineate the rights and responsibilities of the parties hereto in a mutual desire to promote harmonious and cooperative relationships in carrying forward the functions of the Averill Park School District.

ARTICLE 1 RECOGNITION

Section 1. The Averill Park Board of Education has recognized the Averill Park Central School District Non-Instructional Employees Association as the exclusive negotiating agent for the purpose of collective bargaining and for the settlement of grievances for the non-instructional personnel including the following current titles and all other non-instructional titles not otherwise excluded by law (i.e.: Supervisors and Managerial/Confidential employees) created hereafter: Account Clerk, Child Care Worker, Auto Mechanic, Head Auto Mechanic, Auto Mechanic Helper, Bus Driver, Bus Washer, Head Groundskeeper, Groundskeeper, Messenger, Maintenance Mechanic, Custodian, Custodial Worker, Senior Typist, Typist, Teacher Aide, Teacher Aide Assigned to the Classroom, Cook, Food Service Helper and School Monitor. Substitute employees and employees working two (2) hours per day or less are excluded. However, substitute and temporary employment will not be used to circumvent regular employment.

Section 2. The period of unchallenged representation status for the Union shall be the maximum permitted by law.

Section 3. The Union affirms that it does not assert the right to strike against the Employer and it shall not cause, instigate or condone a strike against the Employer.

ARTICLE 2 PAYROLL DEDUCTIONS

Section 1. The Union shall have exclusive payroll deduction for membership and dues and other authorized deductions for employees and no other organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period in accordance with certification and contents thereto. Union membership dues authorizations shall be made on forms prepared by the Union.

Section 2. The Employer shall deduct an amount equal to the dues of Union members from the wages of all covered employees, who do not voluntarily authorize said deductions. Any amounts so deducted shall be transmitted to the Union in the same manner as regular dues deductions.

Section 3. The Union warrants that it has established and maintains and will continue to maintain a refund procedure as required by Section 208(3)(b) of the Civil Service Law and that such procedure complies in all respects with the provisions of that section.

Section 4. The Employer shall deduct from the salary of each employee, who is not a member of the Union, a service fee equivalent to the per capita dues the Union levies upon its members. Such fees shall be remitted promptly to the Union at an address supplied to the District in writing.

Section 5. In the event that an employee maintains positions covered contractually by both the Averill Park Non-Instructional Employees Association and the Averill Park Teachers Association, dues shall be deducted from the employee's salary based on the salary earned in each bargaining unit and submitted to the bargaining units.

Section 6. In the event an action or proceeding is commenced in the court of competent jurisdiction or before an administrative agency regarding such fee, the Union agrees to provide counsel and indemnify and save-harmless the Employer from and against such action or proceeding.

ARTICLE 3 RIGHTS OF UNION

Section 1. The Union shall have the sole and exclusive right to represent all employees in the negotiating unit in any and all proceedings under the terms of this Agreement; to designate its own representatives; to direct, manage and govern its own affairs; and, to determine those matters which the membership wishes to negotiate.

Section 2. The Employer recognizes the right of the employees to designate representatives of the Union to appeal on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the contract, and to visit employees during working hours, with the prior approval of the Superintendent or his/her designee, which shall not be unreasonably withheld for the foregoing purpose without loss of pay. Meetings during regular working hours will be with the prior approval of the Superintendent or his/her designee and will be scheduled at reasonable times calculated not to disrupt work assignments and will take place at a designated area outside the regular working area of the employee. Such employee representatives shall also be permitted to appear at public hearings directly related to School District employment upon the request of the employees without loss of pay.

Section 3. The Union shall have a designated bulletin board, provided by the District, in each building upon which notices and Union materials may be posted. Objectionable materials, as determined by the building administrator or supervisor, may be removed by the administration.

Section 4. The official delegate or delegates of the Union will be allowed ten (10) days in aggregate without loss of pay, to attend meetings, conventions and/or conferences of the Association. No more than two (2) members may use such leave at any one time.

Section 5. A copy of all Board agendas, minutes of Board meetings, policies, directives and memorandums pertaining to all non-teaching employees or groups of non-teaching employees shall be sent to the President and Secretary of the Union. The Union will notify the Business Administrator of the names of Officers. This clause shall not become effective each year until notice is received.

Section 6. The President of the Union or his/her designee will be notified in writing as soon as practicable of the names of all bargaining unit employees hired, transferred, reduced in hours, disciplined or terminated by the Employer.

as soon as practicable of the names of all bargaining unit employees hired, transferred, reduced in hours, disciplined or terminated by the Employer.

ARTICLE 4 MANAGEMENT OF THE SCHOOL DISTRICT

Section 1. All rights, powers, functions or authority possessed by the Employer shall be retained by the Employer except as those rights are specifically modified by this Agreement or any supplement to this Agreement arrived at with the Union through collective bargaining.

Section 2. The Employer has, and will retain exclusive right and authority to manage the School District and to direct the work force including, but not limited to, the right to plan, direct and control all operations in the School District, the right to establish changes or introduce new and improved methods consistent with this Agreement.

Section 3. The Employer has the right to hire, promote, suspend, demote, discipline or discharge employees for legitimate reasons, in accordance with the Agreement, the Civil Service Law and other applicable laws.

Section 4. All employees must give their immediate supervisor a telephone number at which they may be contacted.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 1.

A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise from differences in interpretations or applications of the provisions of this Agreement which may affect the wages, hours, working conditions and other terms and conditions of employment of the covered employees. Both parties agree that these proceedings will be kept as confidential and informal as may be appropriate at any stage of the procedure.

B. Should differences arise between the parties as to the interpretation or application of the provisions of the Agreement there shall be no suspension of services by the aggrieved parties on account of such differences.

Section 2. Definitions

A. "*District*" is the Board of Education of the Averill Park School District.

B. "*Employee*" is any person described in Article 1, Section 1.

C. "*Aggrieved Party*" is any employee believing that there has been a misinterpretation or misapplication of a provision of the Agreement. For the purpose of this contract the Union shall be considered an aggrieved party.

D. "*Employee's Representative*" is any person(s), exclusive of any other employee organization, selected by an employee to be the representative at any stage of this procedure.

E. *"Formal Proceedings"* are all stages of the grievance procedure following Stage 1.

F. *"Grievance"* is a claim by an employee or group of employees which involves the interpretation and/or application of a term or provision of this Agreement.

G. *"Informal Proceedings"* are the proceedings contained in Stage 1 of the grievance procedure and are generally of an oral nature.

H. *"Immediate Supervisor"* shall be as follows:

Custodians, Custodial Workers
Building Mechanics, Grounds Staff
and Cleaners

Superintendent of Buildings
and Grounds

Cooks, Food Service Helpers,
Account Clerk

Business Administrator

Bus Drivers, Auto Mechanics,
Assistant Mechanics, Bus Washer,
Typist assigned to Transportation,
School Monitor assigned to Transportation

Director of Transportation

Typist, Senior Typist assigned to
Buildings, Teacher Aides, Teacher
Aides assigned to Classroom,

Building Principal

School Monitor
Messenger

Business Administrator

Child Care Worker, School Monitor
assigned to Child Care

Child Care Director

Section 3. Stage 1 Informal

A. The employee having a grievance and the employee's representative, if the employee chooses, will discuss it with the immediate supervisor within thirty (30) calendar days after the employee knew or should have known of the act or condition on which the grievance is based.

B. Any conversation or discussion with the immediate supervisor which is to be Stage 1 of the Grievance Procedure must be clearly identified as such by the grievant.

C. If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor within ten (10) working days after receipt of the decision in paragraph A above. The written submission shall specify the provisions of the Agreement which are alleged to have been violated.

D. Within ten (10) working days after the grievance is presented in writing, the immediate Supervisor, without further consultation with the aggrieved party or the representative, if any, will render to the aggrieved party the decision in writing.

Section 4. Stage 2 Superintendent of Schools

A. If the aggrieved party is not satisfied with the written decision at Stage 1 and wishes to pursue the matter further, the employee shall, within ten (10) working days of the receipt of the written Stage 1 decision, file a written appeal with the Superintendent.

B. Within ten (10) working days after the receipt of the appeal, the Superintendent or a designee shall hold a hearing with the aggrieved party and/or the representative.

C. The Superintendent or the designee shall render a written decision to the aggrieved party within ten (10) working days of the conclusion of the hearing(s).

Section 5. Stage 3 Board of Education

A. If the Union is not satisfied with the written decision at Stage 2, the employee shall, within ten (10) working days of the receipt of said decision, file an appeal, in writing with the Board of Education.

B. Within thirty (30) calendar days after the receipt of the appeal the Board of Education shall hold a hearing on the grievance. All such hearings shall be conducted in Executive Session.

C. Within ten (10) working days of the conclusion of the hearing or hearings, the Board of Education shall render a decision, in writing, to the Union.

Section 6. Stage 4 Arbitration

A. If the Union is not satisfied with the written decision at Stage 3, the Union shall, within fifteen (15) working days of the receipt of said decision, submit the matter to arbitration by mailing a notice to the Public Employment Relations Board, with a copy to the Superintendent, requesting the appointment of an arbitrator pursuant to PERB's rules for voluntary grievance arbitration.

B. The arbitrator will commence hearings as soon as possible after the designation.

C. The decision of the arbitrator will be binding upon all parties.

D. The cost of the arbitration will be borne equally by the Union and the Board of Education.

E. The arbitrator shall not have the power to alter, amend or modify the provisions of the Agreement.

Section 7. Time Limits

A. Time limits under this Article shall be strictly construed. If the grievant fails to meet a time deadline, the grievance will be deemed withdrawn. If the District fails to meet a time deadline, the grievance will be deemed granted.

B. Time limits under this Article may be waived by mutual written agreement.

ARTICLE 6 SENIORITY

Section 1. Seniority is the right accruing to employees covered by this Agreement which entitles them to the preference provided by this Article in assignments, vacations, layoffs, recalls, and transfers (within the negotiating unit).

Section 2. Computation of Seniority

Unless otherwise required by law, District seniority shall be determined by continuous service with the District from the date of original employment in a bargaining unit position without regard to full-time or part-time status. Title seniority shall be determined by continuous service in the title without regard to full or part-time status. Service as a substitute employee shall not be included in the computation of seniority. Unless otherwise required by law, non-bargaining unit work shall not be included in the computation of seniority. Periods during which an employee is on an authorized unpaid leave of absence or a period of layoff, for periods of less than one year, shall not be considered an interruption in continuous service. While on unpaid leave or layoff an employee will not accrue additional seniority.

Section 3. Seniority Lists

A seniority roster will be given to the Union President by January 30th of each year. This roster shall list all full-time and part-time employees in the bargaining unit by District and title seniority. Within thirty (30) days of the receipt of the roster the Union will notify the Employer of the alleged discrepancies in the roster. The parties will meet to resolve all discrepancies.

Section 4. For the purpose of this Agreement there shall be the following Departments:

A. **Clerical** (including Senior Typists, Typists, Teacher Aides, Teacher Aides assigned to classrooms and School Monitors).

B. **Custodial, Maintenance, and Grounds** (including Custodians, Custodial Workers, Cleaners, Building Maintenance Mechanics, Head Groundskeeper and Groundskeeper).

C. **Food Service** (including Food Service Helpers, Account Clerk, Cooks and Messenger).

D. **Transportation** (including Bus Drivers, Auto Mechanics, Head Mechanics, Auto Mechanic Helper/Custodial Worker, School Monitor assigned to Transportation, Typist assigned to Transportation, and Bus-Washer).

E. **Child Care** (including Child Care Workers and School Monitor assigned to Child Care).

Section 5. Extra Time Assignments of Two Hours or Less

A. When it becomes necessary to create additional non-instructional assignment time within a specific building, and the amount of time is two hours per day or less, the additional time will be offered, in order of seniority, to the non-instructional employees within the building, and within the job title required as long as there is no conflict with

the employee's current work assignment and will not cause a total work assignment that exceeds 40 hours per week.

B. In the event that the additional time is an extension of an employee's current job assignment and contiguous time which will not conflict with the employee's current work assignment, the additional time will be assigned to the employee currently holding that position without the need to survey senior non-instructional members within the building.

C. If no non-instructional employee within the building in the job title required wishes to work the additional assignment, the assignment will be offered to the remaining non-instructional employees in the District, in the title, on the basis of seniority as long as there is no conflict with the employee's current work assignment and will not cause a total work assignment that exceeds 40 hours per week.

D. In the event that no employees within the District, in the title required, wish to work the additional assignment, the administrator may assign the extra time to the least senior employee in the building within that job title for which there is no conflict with current assignments.

ARTICLE 7 LAYOFFS, VACANCIES, PROMOTIONS AND BUS RUNS

Section 1. Layoffs

A. General

Layoffs and reductions in time shall be made in the inverse order of seniority, as hereinafter provided. Seniority for the purpose of layoffs shall be computed on a title basis without regard to full or part-time status. Seniority for the purpose of displacements shall be computed on a District basis without regard to full or part-time status. All temporary and provisional employees in a title will be terminated before the position of a permanent employee is abolished or reduced in time.

B. Displacement Rights of Laid Off Employees

1. An employee serving in a position in the competitive class shall have the additional rights provided by the Civil Service Law.

2. If a competitive class employee exhausts his/her bumping and retreat rights under the Civil Service Law without being retained, he/she shall have the right, to the extent permitted by law, to displace any employee with less District seniority in a non-competitive or labor class position he/she has previously served in at the District provided he/she has the qualifications to perform the duties of the position.

3. An employee serving in a position in the non-competitive or labor classes shall have the right to displace the least senior employee using District seniority in a lower paid position in which the employee has served at the District, provided the employee has the qualifications to perform the duties of the position. The employee displaced, in turn, shall have the right to displace the least senior employee in a position in which the employee has previously served. In the event of such displacement, the senior displacing employee will be paid on the salary schedule of the position which the employee assumes, at the step representing the number of years of District service.

4. If an employee is assigned a position on a year to year basis and is not reassigned to his/her position the next year, the employee shall be afforded the rights provided in this Article under Section 1B (3) and the rights provided under this Article, section 3B (2).

Section 2. Abolition of Bus Runs

In the event an established bus run is eliminated or reduced in time, the driver assigned to such run will have the right to be assigned to the run of the least senior driver who works the same number of hours as the employees affected by the reduction. In the event there is no such less senior driver, the employee affected shall have the right to be assigned to the run of a less senior driver who works a half hour more or less than the affected employee. Less senior employees whose runs are affected by the exercise of the rights granted by this paragraph in turn, shall have the right to select the bus run of a less senior driver in the manner provided by this section. Seniority shall be computed on a title basis.

Section 3. Vacancies in Unit Positions

A. Posting of Vacancies

1. All vacancies in positions within the negotiating unit, including temporary positions, will be posted in each departmental work station at least ten (10) calendar days prior to the date upon which selection is to be made. Vacancies will be filled within forty-five (45) calendar days of the original posting. Except as provided in Article 7 Section 5 (newly created bus runs), additions of time of up to and including two (2) hours per day shall not be considered a newly created or vacant position and a posting will not be required.

2. The posting shall include the title, job description, salary, time requirements and job-related qualifications required to perform the duties of the position to be filled. The posting shall also include the name of the person to whom the application is to be directed, the manner in which the application is to be filed and the date by which the application must be filed. Employees who wish to be considered for the vacant position shall file an application, in writing, and by the time directed by the posting. All qualified employees filing an application shall receive a formal interview by the supervisor in charge of the posting. A copy of all postings shall be sent to the Union President.

B. Selection of Applicants

1. In the case where there are current employee applicants for a vacant position, the District shall appoint the most senior employee unless the most senior employee lacks the qualifications to perform the duties of the position, does not have satisfactory evaluations or does not have a satisfactory attendance record. Seniority for filling the vacant position shall be computed on a District basis, giving first priority to service in the title in which the vacancy exists.

2. In the event that there is a vacancy for a position that is not filled pursuant to paragraph 1, it will be offered to eligible individuals pursuant to this paragraph. Any employee who has been laid off from the bargaining unit within eighteen (18) months of the date a position becomes vacant or in the case of a new position, from the date of the creation of the position by the Board, will be given preference for the filling of a vacant position provided he/she possesses the qualifications to competently perform the duties of

the position. If more than one laid-off employee is eligible, offers shall be made in order of District seniority. Upon recall the employee will retain his/her previous District and title seniority and the period of layoff will not be considered a break in continuous service except that the employee will not accrue seniority during the period of layoff. This provision shall apply solely to employees who are laid off after the date of this Agreement.

3. Transfers — If a vacancy is filled by way of a transfer, a posting shall be created for the vacancy resulting from the transfer. One posting shall not be used to cover a transfer and an appointment of an employee to a position left vacant as a result of a transfer. The provisions of this paragraph shall not apply to bus driver transfers.

4. In those cases where a temporary position becomes permanent, the period of the temporary appointment will count for all purposes of the contract including seniority, salary and benefit calculations.

5. All promotional job openings (more money) will be filled by persons possessing the best qualifications as determined by the Supervisor of the Department and the Superintendent. In those cases where candidates for promotion possess comparable qualifications, the promotion shall be awarded to the employee with more District seniority.

Section 4. Probationary Period on Promotion

A. An employee promoted to a position in a higher job classification shall serve a probationary period of six months. At the end of the probationary period, or earlier if the Superintendent so decides, the employee shall be granted permanent status in the position. In the event the employee is not granted permanent status, the employee shall be returned to his/her former position and the period of service during the probationary period shall be included for purposes of computing the employee's seniority in the prior position.

B. All non-competitive and labor class employees shall be granted permanent status upon completion of 260 working days of employment under Article 75 of the Civil Service Law.

Section 5. Assignment to Bus Runs

A. Each year during the term of this Agreement, a driver shall have the right to bid for and receive an assignment which shall provide the same number of hours of employment worked during the preceding school year, except as provided in Section 2 of this Article. Assignments to vacant and newly created bus runs shall be made on the basis of seniority within the Department.

B. A "newly created" bus run is a run, the length of which is one-third (1/3) longer in miles or 20% greater in time than a route previously being driven. A change in route resulting from overcrowded conditions will not be considered a newly created run if it occurs after September 1 but prior to October 1. An increase in a route occurring after October 1 which is created by overcrowded conditions will be considered a newly created run, unless it is caused by added or reduced number of families on a route.

C. Vacancies and newly created bus runs occurring thereafter shall be filled by temporary assignment by the District except that there shall be a posting and application for such vacancies within 45 days.

Section 6. The Employer will cover all costs for meeting the New York State mandated fingerprinting requirements for employment.

Section 7. Instructional costs and required testing fees for New York State Certification for bus drivers will be paid by the District. Qualified drivers shall remain with the District for two years or reimburse the District for the instructional costs and required testing fees.

ARTICLE 8 ELIGIBILITY FOR & CALCULATION OF BENEFIT CREDITS

Section 1.

A. Wherever referred to in this Agreement, an employee is considered full time if he/she works four (4) hours or more per day, regardless of whether it is worked on a ten-month or twelve-month schedule. Solely for the purposes of retirement, the District will consider six hours or more to be a full-time position.

B. Sick leave and personal days will be as specified for all covered employees.

C. For the purpose of this Article, day will mean the number of hours regularly scheduled to be worked by the individual employee.

Section 2. All full-time twelve (12) month employees will receive vacation and holiday credits as time off with pay for the appropriate number of hours. Less than twelve-month employees will receive payment by adding the appropriate number of hours to the hours scheduled to be worked.

Section 3. New employees hired on or before January 31 will be granted full benefits which the employee is eligible for and accrues in the year in which they came to work. Employees hired on or after February 1 will accrue no vacation or personal leave credits and will not advance a step on the salary schedule and will accrue pro-rated credits for sick leave and holidays which occur during the period of employment.

Section 4. For employees who voluntarily terminate employment with the District, the Board reserves the discretion to credit a part of a rehired employee's prior work experience for the purpose of salary placement up to step 3. Seniority will not be restored.

ARTICLE 9 LEAVES OF ABSENCE

Section 1. Holidays

A. Full-time twelve (12) month employees will receive the following holidays with pay:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

B. Twelve (12) month employees will be given the last working day before Christmas as a paid holiday, unless school is in session, and, in that case, the employee will be given the first working day after Christmas. Twelve (12) month employees will receive one-half (1/2) of the last working day before New Year's Day off with pay. These days will not be included in the calculation of benefit credits for less than twelve (12) month employees.

Section 2. Vacations

A. For the purpose of calculation only, employees working less than a twelve (12) month scheduled work year will receive five-sixths (5/6) of the number of vacation days allowed twelve (12) month employees. All employees working full-time, twelve (12) month schedules, will receive vacation as follows:

Upon completion of:

1st through 4th year	10 days
5th through 9th years	15 days
10th year	16 days
11th year	17 days
12th year	18 days
13th year	19 days
14th year	20 days

B. Requests for vacation must be made, in writing, at least two (2) weeks in advance, to the immediate supervisor who will verify, in writing, the vacation approval or disapproval.

C. When requested by an employee going on vacation, at least three (3) weeks in advance for inclusion on prior payroll, such employee will be given pay before leaving.

D. The District will determine all vacation schedules. However, subject to consideration of operating efficiency, vacations will be scheduled at the time most desired by the individual employee, with due regard to seniority and time of request. In cases of conflict, the right to determine vacation schedules shall include, whenever circumstances make it necessary to maintain operating efficiency, the right to reschedule an employee's vacation. If a vacation request is denied, a rescheduling offer shall be made to the employee in writing.

E. A vacation list will be posted in each section June 1st for the following school year, and subject to the two weeks advance notice, an employee may request his/her vacation at any time thereafter. To the extent that seniority is a factor in the scheduling of vacations under Section 2(D) of this Article, it shall be computed on the basis of District service.

F. Employees may not carry over and accumulate unused vacation days from year to year. In those instances where an employee is unable to take his/her scheduled vacation either because the District has denied a request for vacation or because of unforeseen circumstances beyond the control of the employee, the District will pay the employee for all unused vacation within one payroll period of the last day of the year. Employees who have existing accumulated vacation days on the date of this agreement will be allowed to continue to carry their present accumulation not to exceed thirty (30) days, but will not be permitted to increase or add to their accumulation.

G. If a holiday falls during a scheduled vacation, the employee may extend his/her vacation by an amount equal to the number of holidays.

Section 3. Sick Leave

A. All covered employees shall be credited with six and one-half tenths(.65) days of sick leave per pay period. Effective July 1, 1998 all twelve (12) month employees shall be credited with 16 days of sick leave each year. All ten (10) month employees shall be credited with thirteen (13) days of sick leave each year. Sick leave will be available to new employees as outlined in Article 8.

B. Unused sick leave may accumulate as follows:

10 month employees	200 days
12 month employees	210 days

C. Accumulated sick leave credits may be used in units of not less than one-quarter (1/4) hour.

D. Accumulated sick leave credits may be used only for the personal illness of the employee or for the purposes set forth in Section 3(E), 4(A) and 4(B) of this Article. A physician's statement may be required by the Superintendent or designee.

E. 1. Up to five (5) days at any one time will be granted to an employee for illness of a member of the employee's immediate family, which requires bedside or household attention of the employee. Immediate family is defined as spouse, parent, legal guardians, children, siblings, parents-in-law, grandparents and grandchildren. All days used for this purpose shall be deducted from sick leave.

2. An additional five (5) days for the purposes outlined in this Section may be granted with approval of the Superintendent. Such additional days shall be deducted from accumulated sick leave.

3. The Superintendent or designee may require a statement from the immediate family member's attending physician attesting to the need for the employee's bedside or household attention.

4. If an employee dies during the time of his/her employment with the School District, all unused sick leave up to 100 days will be paid to the employee's beneficiary or estate at the rate of \$20.00 per day, effective July 1, 1998, and each year thereafter.

F. When an employee is absent as a result of a personal injury caused by an accident or assault occurring in the performance of the employee's assigned duties and receives Workers' Compensation for such absence, the employee will be paid his/her regular salary during such absence to the limit of the employee's accumulated sick leave credits. When the District is reimbursed by the Workers' Compensation insurance carrier, the District will credit to the employee's sick leave benefits used to the nearest hour dividing the reimbursement received by the employee's current hourly rate of compensation at straight time without regard to shift differentials. When an employee has exhausted his/her sick leave credits prior to reimbursement from the carrier, the employee will be entitled to receive only those benefits provided for under the Workers' Compensation Law.

G. All employees will be permitted to use accumulated sick leave if they fail an annual physical required for re-employment providing they have returned a signed Intent to Work Form. However, the employees will be placed on a preference list and must accept another position, if they are qualified and if offered.

H. 1. All employees who have accumulated thirty (30) days of sick leave by June 30 of any one year may, at the end of the following year, request payment of twenty dollars (\$20) per eight (8) hour day effective July 1, 1998 in each year thereafter for all of the unused sick or personal days, for that year, in excess of the thirty (30) day minimum requirement. If such request is not made, the unused sick and personal days will be added to the total accumulation. Employees who work less than an eight (8) hour day will receive a payment based on a pro-rata calculation at their regular hours worked.

2. Those who have reached their maximum accumulation of two hundred ten (210) days will receive sixteen dollars (\$16) per eight (8) hour day and twenty dollars (\$20.00) per eight-hour day effective July 1, 1999 in each year thereafter for each unused day exceeding 210 in any one year, but no more than 210 days may be accumulated.

3. Upon retirement, employees eligible for and participating in the New York State Retirement System will receive sixteen dollars (\$16) for each accumulated day and twenty dollars (\$20.00) per eight-hour day effective July 1, 1999 in each year thereafter under provisions of this Article, or receive service credits toward retirement benefits for their accumulated sick time. Such requests for payment must be submitted in writing to the Business Supervisor thirty (30) days prior to the effective date of retirement. In the event that no request is submitted, the District will apply the employee's accumulated sick leave toward a service credit. Employees retiring during a school year will receive credit for sick and personal leave accumulations, for that year, on a prorated basis.

I. Sick Leave Pool

Persons in the negotiating unit may contribute a maximum of sixteen (16) hours per year of their personal sick leave credits to a pool to be used to provide additional sick leave to employees with more than one year of current service in the District in the event that current and accumulated sick leave is exhausted and illness continues. Maximum contributions to the pool will be limited to the equivalent of eight (8) hours per person in the negotiating unit. Contributions may be made no later than December 1st each school year on a form provided by the Superintendent.

As a condition for eligibility, the employee's sick leave must have been exhausted as the result of illness and he or she must have been a contributor to the bank within the preceding one year. After an employee uses up his/her current and accumulated sick leave, he/she may apply to the Superintendent for use of hours from the pool. The Superintendent and the Union President will serve as trustees of the pool and all decisions relating to the use of pool hours will be made by them. Such decisions shall not be subject to the grievance procedure. However, a rejected applicant may ask for, and will receive, a review of the decision. Usage of pool hours may be in any amount but not more than twelve (12) days (a "day" is defined as the number of hours regularly worked by the borrowing employee) times the years of service in the District and in no case in an amount that would carry past the end of the school year in which the borrowing took place. Should the employee require additional hours at the commencement of the following year, he/she may reapply. Employees borrowing from the sick leave pool will pay back up to twenty (20) days at the rate of four (4) days per year. (A "day" is defined as the number of hours

regularly worked by the borrowing employee.) Repayment will be deducted at the beginning of the school year.

Section 4. Bereavement Leave

A. Up to five (5) days with pay will be granted during an employee's regularly scheduled days of work in order to arrange for or attend funeral services or to settle the estate or dispose of household furnishings upon the death of a member of the immediate family. Immediate family is defined as spouse, parent, legal guardians and children. Up to three (3) days shall be granted for the same reasons upon the death of grandparents, grandchildren, parent-in-law and siblings. Such leave shall be deducted from accumulated sick leave.

B. An additional five (5) days for the purposes outlined in this Section may be granted with approval of the Superintendent. Such additional time shall be deducted from accumulated sick leave.

Section 5. Personal Days

A. Three (3) days, without loss of pay, will be available for personal reasons which only can be accomplished when school is in session.

B. The first two (2) non-consecutive days may be taken without prior approval of the Superintendent of Schools.

C. The third day may be taken with the use of a personal leave request form. With two (2) days prior notice a reason for the leave need not be stated. Requests received with less than two (2) days notice will be considered for approval based on the reason(s) given.

D. None of the available days may be used immediately prior to or following a holiday, recess or vacation period unless prior approval is given by the Superintendent.

E. In the event that the employee wishes to use more than one (1) day consecutively, prior approval of the Superintendent is required, and a written response from the Superintendent will be forwarded to the employee in a timely manner.

F. Unused personal days will accumulate as additional sick leave.

Section 6. Child Care Leave

Employees shall be granted child care leave upon written application. Leave shall commence upon the request of the employee and shall continue for a period not exceeding eighteen (18) months after the birth of the child. The Board of Education may extend this leave upon written request.

Employees on such leave shall not accumulate additional leave days or seniority credits.

Section 7. Leave of Absence Without Pay

Leaves of absence without pay may be granted at the discretion of the Board of Education. All requests for leave must clearly indicate the reasons therefor and must be

submitted in writing with sufficient time for processing. Except as may be provided elsewhere in the Agreement, during said leave benefit credits, increments, and time towards seniority will not be forthcoming.

Section 8. An employee on a leave of absence shall notify the Superintendent in writing of his/her intention to return to service not later than ninety (90) days prior to the expiration of such leave. If the Superintendent has not received timely notice he/she shall send a letter of inquiry to the employee at an address provided for such purposes. Failure to notify the Superintendent in writing within thirty (30) calendar days of such timely notice constitutes a resignation. All requests for leaves, extension or renewals of leaves shall be applied for and responded to in writing.

Section 9. Notice of Accumulated Leave

Notice of accumulated sick leave will be issued to each employee on or about October 15 of each school year.

Section 10. Military Leave

Leave will be granted covered employees in accordance with Section 242 of the Military Law of New York State.

Section 11. Jury Duty Leave

An eligible non-instructional employee is eligible for time off with pay for appearances in any legal proceeding connected with the employee's employment with the school system; the performance of jury duty or because he/she has been subpoenaed in a legal matter in which he/she is not personally involved. Any monies he/she receives in such circumstances from the court system will be deducted from the salary due him/her. In the event that a jury duty session is cancelled and/or the employee is released early without serving, the employee is to report back to work to complete the balance of his/her assigned work schedule.

**ARTICLE 10
HEALTH INSURANCE**

Section 1. Plan Choice

Eligible employees will have a choice between Blue Shield of Northeastern New York, Blue Shield of Northeastern New York Health Plus, or the HMO, Capital District Physicians' Health Plan ("CDPHP").

Section 2. Blue Shield Plan Description

A. The health insurance plan will be Blue Shield of Northeastern New York with no lifetime cap on major medical benefits. As of January 1, 1995 there will be an annual major medical deductible of \$100 per individual (\$300 maximum per family). Effective July 1, 1999 there will be an annual major medical deductible of \$150.00 per individual (\$450.00 maximum per family). Commencing July 1, 1983, the Union agrees to share in premiums beyond the cost of the 1982-83 premiums in the following manner:

1. 25% of the increase above the 1982-83 premium level.
1982-1983 Premium Levels were:

Individual Coverage	\$ 592.02 per year
Two Person-Family Coverage	\$1,509.24 per year
Family Coverage	\$1,602.00 per year
Medicare Supplement	\$ 448.44 per year

2. Employees hired after June 30, 1987, working less than twenty (20) hours per week will be eligible for health insurance with payment of one-half the established premium. The maximum amount to be paid by the employee hired prior to October 25, 1994 cannot exceed 10% of the total premium for that year.

3. Employees hired on or after October 25, 1994 will contribute twenty percent (20%) of the total premium. Employees working less than twenty (20) hours per week will pay premiums on a pro-rata basis (e.g., an employee working three (3) hours per day will pay 5/8 of his/her total health insurance premium).

B. Increases in premium costs will be passed on to the subscriber at the time the increase is effective, subject to the maximum subscriber contribution.

C. Employees hired after June 30, 1989, upon retirement, will pay the portion of his/her health insurance premium in the same fixed dollar amount as was paid for an individual plan at the date of retirement, contingent upon twelve (12) years of service with the District. Retirees with less than twelve (12) years of service and therefore ineligible for this retirement benefit may continue with the District's group plan by paying the full premium. (Retirement means eligible for and participating in the New York State Employees' Retirement System.)

D. A husband and wife working for the District will be eligible for either one individual plan each or one family plan at no cost to either employee.

E. The School District will provide health insurance options to employees who are off the payroll consistent with "COBRA". The School District will also provide health insurance consistent with the Family Medical Leave Act for eligible employees.

Section 3. HMO and POS Alternatives

Employees may participate in a District designated H.M.O. or P.O.S. Costs of participation which exceed the amount contributed by the District to an individual, two person or family plan under the Blue Shield of Northeast New York will be paid by the employee. Effective July 1, 1999 the employee co-pay for the designated HMO and POS plans shall be \$15.00 per visit.

Section 4. Dental and Optical Benefits

The District will establish a fund of \$280.00 per full-time employee (7 hour/day) pro-rated for less than full-time employees. This fund will be administered by the Superintendent. The benefit will provide reimbursement for dental costs and the cost of eye examinations not already covered by insurance, and the purchase of corrective lenses not to exceed the amount stated above for each full-time equivalent in accordance with the following regulations:

A. Dental bills and/or the cost of corrective lenses and eye examinations dated between July 1 and June 30, will be reimbursed to the member by the business office up to the maximum noted above.

B. Monies not expended in this fund shall be returned to the General Fund of the District.

C. The School District will provide health insurance options to employees who are off the payroll consistent with "COBRA". The School District will also provide health insurance consistent with the Family Medical Leave Act for eligible employees.

ARTICLE 11 RETIREMENT

Section 1. Retirement Plans

The District will continue to offer retirement for all eligible personnel under the New York State Employees' Retirement System with the same options and plans as presently offered. The District will take the necessary steps to adopt the new career plan (RSSL 875i) effective April 1, 1999. For the purposes of retirement only, a six-hour per day appointment will be reported as a full day of service. As a service to the members, a summary of benefits prepared by the New York State Retirement System will be made available for distribution to employees at the District Office.

ARTICLE 12 COMPENSATION

Section 1. Salary Schedules

A. Salary Schedules are attached in Appendix A for the term July 1, 1998 through June 30, 2002.

B. Salary Schedule increases and stipends for selected positions are detailed on the salary schedule. Effective July 1, 1998, selected stipends and schedule increases are implemented as detailed in the salary schedule.

C. Longevity increments as detailed in the salary schedule will be paid after an employee has completed 10 years of employment. Longevity II increment as detailed in the salary schedule will be paid to employees who have completed at least 15 years with the District, and Longevity III increment as detailed in the salary schedule will be paid to employees who have completed at least 20 years of service with the District.

D. Any typist assigned to a Principal who passes the senior typist civil service test and is reachable for appointment from the senior typist list will be promoted to the senior typist position. As the typist assigned to a Principal positions become vacant, they will be reclassified to senior typist positions. Existing incumbents in the typist assigned to a Principal positions who do not pass the senior typist examination or are otherwise not reachable from this list, will not be displaced from their current positions because of the unreachability from the list or failure to take or pass the senior typist examination.

E. The parties have a mutual commitment to continue the process of revising the step system during subsequent agreements with the ultimate goal of equalizing the percentage increase for step increments.

Section 2. Out-of-Title Work

A. Except upon assignment by proper authority during the continuance of a

temporary emergency situation as defined by Civil Service Law, no person shall be assigned to perform the duties of any position unless he/she has been duly appointed, promoted, transferred to or reinstated to such position in accordance with the provisions of this contract and Civil Service Law. For the purpose of this section "duly appointed" shall mean by the Board of Education at a Board meeting.

B. Effective July 1, 1998 if a covered employee is assigned the duties of another employee in a higher pay title, he/she shall be compensated for all hours worked his/her current step of the higher paying title.

Section 3. Payroll Options

A. Salaries will be paid every two (2) weeks as per the Work and Holiday Schedule.

B. Ten-month employees may elect either a ten (10) month payment schedule or a twelve (12) month pay schedule. Employees on a twelve (12) month pay schedule will receive all pay due on or before June 30th. Twelve (12) month employees shall be paid on a 26 week schedule as per the Work and Holiday Schedule.

C. Employees must select their pay period schedule in writing not later than June 30 of the school year preceding that in which the payment is to occur. If an employee elects to change from one payroll option to another, he/she shall notify the business office in writing by June 30 of the school year preceding that in which the payment is to occur. If a ten (10) month employee does not notify the District of a payroll option prior to June 30, the previous year's option will be continued. Newly hired employees must make a selection one week prior to their first pay check or they will automatically be assigned the 21 pay option.

ARTICLE 13 WORK SCHEDULES

Section 1. A normal work week shall be comprised of five (5) consecutive calendar days within a calendar week. No one employed on or before June 30, 1975 will be required to work other than a Monday through Friday schedule.

Section 2. All twelve (12) month employees may request to work four (4) day, ten (10) hour or four (4) day, nine and one-half (9-1/2) hour work week, as the case may be, during the months of July and August. It is understood that this rescheduling be at the option of the Superintendent and that no one will be required to work such a schedule.

Section 3. The salary agreements include days worked that are listed in the work and holiday schedule for the various job titles. Employees may work additional hours as extra time and/or overtime, but this will not be reflected in the salary agreement.

Section 4. When schools are closed due to weather or other emergency conditions, all non-teaching employees are to report to work unless otherwise scheduled. The work and holiday schedules contain definitions of those employees who are not expected to report. Employees not required to work on at least three (3) snow days in a school year may be required to work a maximum of one (1) additional unscheduled day without compensation if the unscheduled day is needed to complete the 180 day school year. Employees may report for work one (1) hour late without penalty when driving conditions are considered poor.

Section 5. Employees who drive school buses may be required to exchange holidays or recess days in order to provide required services to schools outside the District. On the days that non-public schools are in session and the Averill Park Schools are not in session, the drivers on the non-public school routes will work and will do so at their regular hourly rates, up to the total number of days that the drivers driving for APCSD would have to drive during the year.

Section 6. All employees covered by this agreement will be notified of continued employment for the following year by June 30th.

Section 7. The ten month period of time for the grounds worker will be as follows:

July 1 – December 31 of each school year
March 1 – June 30 of each school year

During the two months vacation period (January and February), the grounds worker will have the opportunity to be called in for "extra time" on a per diem basis based on his/her contractual salary.

Section 8. Break Times

All employees working a minimum of four (4) hours per day will receive one 15-minute break per day at a time designated by the District. All employees working seven and one-half (7 1/2) hours or more will receive two 15-minute breaks at times designated by the District, and an undisturbed lunch or supper break of at least 30 minutes. Modifications in the timing of the breaks and lunch and/or supper break may be made with reasonable advance notice given by the District. A schedule indicating work times and break times will be given to each employee by the supervisor no later than September 30 of each year.

**ARTICLE 14
OVERTIME**

Section 1. It is recognized that from time to time there will be situations requiring overtime work. The Union will assure that employees will be available to work overtime as required and as needed.

Section 2. All overtime will be scheduled by the Employer. Rotation of all overtime shall be on a seniority basis and within department and classification whenever possible.

Section 3. Covered employees will be paid at their regular rate of hourly pay for all hours worked up to and including forty (40) hours in a calendar week and time and one-half for all hours over forty (40) in a calendar week. Night custodial workers normally working 37-1/2 hours per week will be paid for forty (40) hours and receive time and one-half for all hours worked as custodial workers beyond the 37-1/2 hours in a calendar week. All employees will receive time and one-half for work on holidays or Sunday.

Bus drivers working on a Saturday or Sunday will be guaranteed a minimum of four (4) hours pay.

Section 4. Drivers will be compensated for time worked beyond their required work day when the Transportation Supervisor determines that the vehicle was delayed because of reasons beyond the control of the driver and such delay was at least 15 minutes in

length. Payment will be made at half hour intervals, the first 15 minutes of each half hour must be exceeded to receive payment.

Section 5. All covered employees will attend all meetings called by management of the District except that meetings called at times other than during the regular working day will not exceed one hour and fifteen minutes in length per meeting. This section does not apply to mandatory training for bus drivers.

Section 6. The use of accrued paid leave time will count toward the computation of hours worked in a normal work week.

Section 7. If an employee is called back to work after having left the premises upon completion of the scheduled work day, said employee will be guaranteed a minimum of two (2) hours pay.

ARTICLE 15 FIELD TRIPS

Section 1. Transportation Department personnel will transport all athletic team trips. A regular Bus Driver will not be eligible to bid for athletic or field trips if the trip interferes with his/her regular runs. In these instances, where no regular driver is able to perform the athletic or field trips, the District will use its best efforts to use only regular substitutes who are trained and/or tested by the District to drive for athletic or field trips.

ARTICLE 16 UNIFORMS AND TOOLS

Section 1.

A. Unless the parties mutually agree otherwise, all Custodial, Cleaners, Building Mechanic, Food Service, Auto Mechanic, Auto Mechanic Helper and Groundskeeper personnel will be required to wear approved uniforms. Uniform components will be purchased by the District and distributed annually to each eligible employee up to a maximum value of \$125.00 per year. Uniform components include shirts or smocks, pants, dresses, coveralls, jackets, and shoes.

B. All employees are required to maintain a neat and clean appearance. "Short shorts" and halter tops are not acceptable. Each employee's supervisor will determine whether or not the employee's clothing has met an acceptable standard.

Section 2. Each mechanic will be supplied tools and a tool box by the District. The employee will sign inventory lists of tools and be responsible therefor.

ARTICLE 17 EDUCATION AND TRAINING

Section 1. The Union and the Board of Education recognize the benefits derived from attendance at educational conferences and employees are encouraged to request permission to attend such conferences. Within Board Policy and budget limitations, these requests will be subject to approval by the Superintendent and without loss of pay to the employee.

Section 2. The Union and the Board of Education recognize the value of in-service

training. Within budget limitations and work schedule limitations, inservice training will be offered all employees. Union participation in planning such in-service training will be solicited. In the event that the District provides a bus driver training program, it shall continue its past practice of compensating employees participating, for hours of training taken outside the normal work day, at straight time rates, unless the time expended exceeds forty (40) hours in that work week, in which case overtime rates will apply.

Section 3. A one hundred (\$100) dollar one time payment per course will be granted to employees completing undergraduate or graduate college credit courses related to their work responsibilities. Prior approval of the Superintendent is needed.

A one hundred (\$100) dollar one time payment per course for inservice credit, except for required driver training course, will be paid. An inservice credit is defined as fifteen (15) classroom hours of instruction. To be eligible for payment, inservice credit must be job related and prior approval of the Superintendent is required.

This provision does not apply to child care and food service personnel due to the self-funding nature of their programs. A one hundred dollar (\$100), one-time payment per course may be granted for courses required by the District.

ARTICLE 18 MISCELLANEOUS

Section 1. All newly employed, non-instructional employees shall be given a copy of this Agreement and, where available, handbooks developed indicating policies, rules and regulations, job descriptions and duties.

Section 2. The work and holiday schedule published by the administration annually shall become part of this Agreement.

Section 3. Employees who are requested by their Supervisors to use their own vehicles for transportation between buildings and on errands for school business will be reimbursed for such use at the I.R.S. rate.

Section 4. When new titles, covered by the recognition clause are created, salaries for these positions shall, as soon as practicable, be negotiated and agreed upon with Union representatives.

Section 5. Employee Personnel Files

Upon request to the employee's supervisor or his/her designee and in his/her presence, an employee shall be given the opportunity to review the contents of his/her personnel file and to place in such file a response to anything contained therein. In the event that the primary operating needs of the District preclude the employee's supervisor from immediately complying with the employee's request to review his/her personnel file, then the employee shall be given access to such file no later than two (2) work days following his/her initial request. No material pertaining to an employee's conduct, performance, character or personality which is derogatory in nature, shall be placed in the personnel file without notification to the employee. The employee shall be given the opportunity to read such material and be given the opportunity to acknowledge this review by affixing his/her signature to same. An employee may request and shall be given a copy of part or all of his/her personnel file with the exception of confidential reference material, at a cost of \$.25 per page.

Section 6. Effect of Employee's Signature

Whenever the signature of an employee is required for evaluation, such signature shall merely indicate his/her acknowledgment that he/she has received or reviewed the document in question and not necessarily agreement with its contents.

Section 7. Labor-Management Committees

A committee comprised of the Superintendent or designee and the President of the Union or designee, and one representative from each Department selected by the Union will constitute the Labor-Management Committee. The committee function shall be to discuss matters outside this Agreement, but of mutual concern to the parties. The power of the committee is limited to discussion, review, suggestions and recommendations to the Superintendent.

Section 8. Discipline

For all employees covered under this Agreement, the District recognizes, under ordinary circumstances, the concept of progressive discipline.

Section 9. Original printing of two hundred fifty (250) copies of this Agreement shall be printed at the joint expense of the School District and the Union. The Union will give a copy to each employee now employed or hereafter employed within thirty (30) days after its execution or employment if that occurs later.

ARTICLE 19 SCOPE OF AGREEMENT

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item covered by this Agreement except upon mutual agreement.

ARTICLE 20 LEGISLATIVE ACTION

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE BODY HAS GIVEN APPROVAL."

ARTICLE 21 TERM OF AGREEMENT

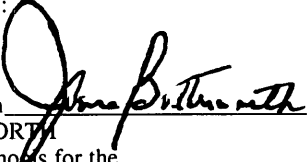
Section 1. This Agreement shall cover the period of July 1, 1998 to June 30, 2002.

Section 2. Upon request of either party for a meeting to open negotiations for a Successor Contract, a mutually acceptable date shall be set no more than forty-five (45) days following such a request. Such request shall be made on or before December 1st prior to the termination of this Agreement. The parties will exchange negotiation proposals no later than the second meeting unless otherwise mutually agreed.

Section 3. If any provision of this Agreement is found contrary to law, then such provision shall be deemed not valid, except to the extent permitted by law, but all other pro-

visions of this Agreement shall continue in full force and effect. The parties agree to negotiate substitute provisions with respect to the provisions found contrary to law.

AGREED UPON BY:

/s/ James Butterworth 
JAMES BUTTERWORTH
Superintendent of Schools for the
Averill Park Central School District

_____ 3/3/99

/s/ Connie Burkart 
CONNIE BURKART, President
The Averill Park Central School District
Non-Instructional Employees Association

_____ 3/3/99

APPENDIX A-1
SALARY SCHEDULE
July 1, 1998 – June 30, 1999

- A. Salary agreements will be offered each employee and will be computed by multiplying the hourly rates, as shown below, by the number of hours scheduled to be worked per day which will establish the daily rate. The sum of the days scheduled to be worked, allowable holidays and vacation days, will be multiplied by the daily rate to determine the annual rate.

The District may hire new employees up to Step 3 on the salary schedule.

TITLE	1	2	3	4	5	6	7	8	9	10	LONG I	LONG II	LONG III
Head Groundskeeper, Mechanic	12.26	12.51	12.89	13.38	13.94	14.55	15.16	15.78	16.40	16.96	18.28	18.59	18.85
School Bus Driver	11.83	12.07	12.40	12.88	13.46	14.03	14.60	15.19	15.78	16.32	17.60	17.91	18.17
Groundskeeper, Messenger	10.49	10.70	11.05	11.54	12.11	12.68	13.24	13.83	14.42	14.96	16.22	16.53	16.79
Senior Typist	10.40	10.61	10.91	11.35	11.84	12.33	12.82	13.34	13.90	14.36	15.51	15.83	16.11
Typist – Assigned to Principal	10.30	10.51	10.83	11.24	11.72	12.24	12.72	13.25	13.80	14.27	15.43	15.73	16.00
Secondary Custodian – HS, ALG, SL	10.00	10.20	10.51	10.92	11.48	11.98	12.52	13.10	13.65	14.19	15.37	15.68	15.94
Elementary Custodian – WSL MH, PKL	9.89	10.09	10.41	10.83	11.38	11.88	12.42	13.00	13.52	14.09	15.28	15.57	15.83
Acct. Clerk, Typist Assigned to Admin/Supv.	9.76	9.96	10.30	10.76	11.22	11.79	12.28	12.90	13.52	14.02	15.22	15.53	15.79
Custodial Worker, Mechanics Assistant	9.57	9.76	10.08	10.48	11.05	11.55	12.09	12.67	13.22	13.76	14.95	15.26	15.52
Typist, Teach. Aide	9.39	9.58	9.90	10.31	10.80	11.31	11.80	12.32	12.88	13.34	14.50	14.81	15.07
Child Care Worker	9.29	9.48	9.80	10.21	10.70	11.21	11.70	12.22	12.78	13.24	14.40	14.71	14.97
Cook	8.75	8.92	9.26	9.60	9.84	10.11	10.54	11.08	11.60	12.08	13.16	13.47	13.73
School Monitor	8.36	8.53	8.79	9.21	9.65	10.11	10.54	11.08	11.60	12.08	13.16	13.47	13.73
Cleaner	7.95	8.11	8.27	8.43	8.50	8.67	8.99	9.12	9.30	9.48	9.92	10.22	10.47
Food Service	7.78	7.94	8.23	8.62	8.79	8.99	9.18	9.40	9.61	9.91	10.88	11.19	11.45

B. ADDITIONAL ANNUAL COMPENSATION

Head Mechanic	\$ 788
Cook	112
Bus Driver Trainer, each	619

- C. **LONGEVITY** — The hourly rate of each employee having completed ten (10) years of service in the District will be increased to the rate indicated under Longevity I. The hourly rate of each employee having completed fifteen (15) years of service in the District will be increased to the rate indicated under Longevity II. The hourly rate of each employee having completed twenty (20) years of service in the District will be increased to the rate indicated under Longevity III.
- D. **SALARY AGREEMENTS** will be offered each employee and will show the hourly rates, extra compensation, if any, the number of days required, the number of hours per day required, the number of vacation and holiday hours to be provided and the equivalent rate of pay.
- E. **SUMMER EMPLOYMENT** — The District will, when conditions require, make available summer employment to a number of ten (10) month employees. When such employment is anticipated, said employee will be offered a twelve (12) month contract with the period from the opening of school in September to the closing of school in June at the rate of pay shown for the regular assigned positions and the period from the closing of school in June to the opening of school in September at the rate of pay for the classification assigned for this period.
- H. The School Bus Trainer stipend shall be paid to each trainer. Employees in charge of a building cafeteria will receive a Cook's stipend.

APPENDIX A-2
SALARY SCHEDULE
July 1, 1999 – June 30, 2000

- A. Salary agreements will be offered each employee and will be computed by multiplying the hourly rates, as shown below, by the number of hours scheduled to be worked per day which will establish the daily rate. The sum of the days scheduled to be worked, allowable holidays and vacation days, will be multiplied by the daily rate to determine the annual rate.

The District may hire new employees up to Step 3 on the salary schedule.

TITLE	1	2	3	4	5	6	7	8	9	10	LONG I	LONG II	LONG III
Head Groundskeeper, Mechanic	12.49	12.74	12.99	13.48	14.04	14.65	15.26	15.88	16.50	17.06	18.38	18.74	19.00
School Bus Driver	12.01	12.25	12.50	12.98	13.56	14.13	14.70	15.29	15.88	16.42	17.70	18.06	18.32
Groundskeeper, Messenger	10.72	10.93	11.15	11.64	12.21	12.78	13.34	13.93	14.52	15.06	16.32	16.68	16.94
Senior Typist	10.58	10.79	11.01	11.45	11.94	12.43	12.92	13.44	14.00	14.46	15.61	15.98	16.26
Typist – Assigned to Principal	10.51	10.72	10.93	11.34	11.82	12.34	12.82	13.35	13.90	14.37	15.53	15.88	16.15
Secondary Custodian – HS, ALG, SL	10.20	10.40	10.61	11.02	11.58	12.08	12.62	13.20	13.75	14.29	15.47	15.83	16.09
Elementary Custodian – WSL MH, PKL	10.10	10.30	10.51	10.92	11.48	11.98	12.52	13.10	13.62	14.19	15.38	15.72	15.98
Acct. Clerk, Typist Assigned to Admin/Supv.	10.00	10.20	10.40	10.86	11.32	11.89	12.38	13.00	13.62	14.12	15.32	15.68	15.94
Custodial Worker, Mechanics Assistant	9.78	9.98	10.18	10.58	11.15	11.65	12.19	12.77	13.32	13.86	15.05	15.41	15.67
Typist, Teach. Aide	9.62	9.81	10.00	10.41	10.90	11.41	11.90	12.42	12.98	13.44	14.60	14.96	15.22
Child Care Worker	9.52	9.71	9.90	10.31	10.80	11.31	11.80	12.32	12.88	13.34	14.50	14.86	15.12
Cook	9.00	9.18	9.36	9.70	9.94	10.21	10.64	11.18	11.70	12.18	13.26	13.62	13.88
School Monitor	8.54	8.72	8.89	9.31	9.75	10.21	10.64	11.18	11.70	12.18	13.26	13.62	13.88
Cleaner	8.04	8.21	8.37	8.53	8.60	8.77	9.09	9.22	9.40	9.58	10.02	10.37	10.62
Food Service	8.01	8.17	8.33	8.72	8.89	9.09	9.28	9.50	9.71	10.01	10.98	11.34	11.60

B. ADDITIONAL ANNUAL COMPENSATION

Head Mechanic	\$ 788
Cook	112
Bus Driver Trainer, each	619

- C. **LONGEVITY** — The hourly rate of each employee having completed ten (10) years of service in the District will be increased to the rate indicated under Longevity I.
The hourly rate of each employee having completed fifteen (15) years of service in the District will be increased to the rate indicated under Longevity II.
The hourly rate of each employee having completed twenty (20) years of service in the District will be increased to the rate indicated under Longevity III.
- D. **SALARY AGREEMENTS** will be offered each employee and will show the hourly rates, extra compensation, if any, the number of days required, the number of hours per day required, the number of vacation and holiday hours to be provided and the equivalent rate of pay.
- E. **SUMMER EMPLOYMENT** — The District will, when conditions require, make available summer employment to a number of ten (10) month employees. When such employment is anticipated, said employee will be offered a twelve (12) month contract with the period from the opening of school in September to the closing of school in June at the rate of pay shown for the regular assigned positions and the period from the closing of school in June to the opening of school in September at the rate of pay for the classification assigned for this period.
- I. The School Bus Trainer Stipend shall be paid to each trainer.
Employees in charge of a building cafeteria will receive a Cook's stipend.

APPENDIX A-3
SALARY SCHEDULE
July 1, 2000 – June 30, 2001

- A. Salary agreements will be offered each employee and will be computed by multiplying the hourly rates, as shown below, by the number of hours scheduled to be worked per day which will establish the daily rate. The sum of the days scheduled to be worked, allowable holidays and vacation days, will be multiplied by the daily rate to determine the annual rate.

The District may hire new employees up to Step 3 on the salary schedule.

TITLE	1	2	3	4	5	6	7	8	9	10	LONG I	LONG II	LONG III
Head Groundskeeper, Mechanic	12.80	13.05	13.31	13.58	14.14	14.75	15.36	15.98	16.60	17.16	18.48	18.89	19.15
School Bus Driver	12.33	12.57	12.82	13.08	13.66	14.23	14.80	15.39	15.98	16.52	17.80	18.21	18.47
Groundskeeper, Messenger	11.06	11.28	11.51	11.74	12.31	12.88	13.44	14.03	14.62	15.16	16.42	16.83	17.09
Senior Typist	10.88	11.10	11.32	11.55	12.04	12.53	13.02	13.54	14.10	14.56	15.71	16.13	16.41
Typist – Assigned to Principal	10.78	11.00	11.22	11.44	11.92	12.44	12.92	13.45	14.00	14.47	15.63	16.03	16.30
Secondary Custodian – HS, ALG, SL	10.48	10.69	10.90	11.12	11.68	12.18	12.72	13.30	13.85	14.39	15.57	15.98	16.24
Elementary Custodian – WSL MH, PKL	10.38	10.59	10.80	11.02	11.58	12.08	12.62	13.20	13.72	14.29	15.48	15.87	16.13
Acct. Clerk, Typist Assigned to Admin/Supv.	10.33	10.53	10.75	10.96	11.42	11.99	12.48	13.10	13.72	14.22	15.42	15.83	16.09
Custodial Worker, Mechanics Assistant	10.06	10.27	10.47	10.68	11.25	11.75	12.29	12.87	13.42	13.96	15.15	15.56	15.82
Typist, Teach. Aide	9.91	10.11	10.31	10.51	11.00	11.51	12.00	12.52	13.08	13.54	14.70	15.11	15.37
Child Care Worker	9.81	10.01	10.21	10.41	10.90	11.41	11.90	12.42	12.98	13.44	14.60	15.01	15.27
Cook	9.23	9.42	9.61	9.80	10.04	10.31	10.74	11.28	11.80	12.28	13.36	13.77	14.03
School Monitor	8.87	9.04	9.23	9.41	9.85	10.31	10.74	11.28	11.80	12.28	13.36	13.77	14.03
Cleaner	8.13	8.29	8.46	8.63	8.70	8.87	9.19	9.32	9.50	9.68	10.12	10.52	10.77
Food Service	8.31	8.48	8.65	8.82	8.99	9.19	9.38	9.60	9.81	10.11	11.08	11.49	11.75

B. ADDITIONAL ANNUAL COMPENSATION

Head Mechanic	\$ 788
Cook	112
Bus Driver Trainer, each	619

- C. **LONGEVITY** — The hourly rate of each employee having completed ten (10) years of service in the District will be increased to the rate indicated under Longevity I.
The hourly rate of each employee having completed fifteen (15) years of service in the District will be increased to the rate indicated under Longevity II.
The hourly rate of each employee having completed twenty (20) years of service in the District will be increased to the rate indicated under Longevity III.
- D. **SALARY AGREEMENTS** will be offered each employee and will show the hourly rates, extra compensation, if any, the number of days required, the number of hours per day required, the number of vacation and holiday hours to be provided and the equivalent rate of pay.
- E. **SUMMER EMPLOYMENT** — The District will, when conditions require, make available summer employment to a number of ten (10) month employees. When such employment is anticipated, said employee will be offered a twelve (12) month contract with the period from the opening of school in September to the closing of school in June at the rate of pay shown for the regular assigned positions and the period from the closing of school in June to the opening of school in September at the rate of pay for the classification assigned for this period.
- J. The School Bus Trainer stipend shall be paid to each trainer.
Employees in charge of a building cafeteria will receive a Cook's stipend.

APPENDIX A-4
SALARY SCHEDULE
July 1, 2001 – June 30, 2002

- A. Salary agreements will be offered each employee and will be computed by multiplying the hourly rates, as shown below, by the number of hours scheduled to be worked per day which will establish the daily rate. The sum of the days scheduled to be worked, allowable holidays and vacation days, will be multiplied by the daily rate to determine the annual rate.

The District may hire new employees up to Step 3 on the salary schedule.

TITLE	1	2	3	4	5	6	7	8	9	10	LONG I	LONG II	LONG III
Head Groundskeeper, Mechanic	13.16	13.42	13.69	13.96	14.24	14.85	15.46	16.08	16.70	17.26	18.58	19.04	19.30
School Bus Driver	12.71	12.97	13.23	13.49	13.76	14.33	14.90	15.49	16.08	16.62	17.90	18.36	18.62
Groundskeeper, Messenger	11.46	11.69	11.93	12.17	12.41	12.98	13.54	14.13	14.72	15.26	16.52	16.98	17.24
Senior Typist	11.22	11.44	11.67	11.90	12.14	12.63	13.12	13.64	14.20	14.66	15.81	16.28	16.56
Typist – Assigned to Principal	11.10	11.33	11.55	11.78	12.02	12.54	13.02	13.55	14.10	14.57	15.73	16.18	16.45
Secondary Custodian – HS, ALG, SL	10.88	11.10	11.32	11.55	11.78	12.28	12.82	13.40	13.95	14.49	15.67	16.13	16.39
Elementary Custodian – WSL MH, PKL	10.79	11.01	11.23	11.45	11.68	12.18	12.72	13.30	13.82	14.39	15.58	16.02	16.28
Acct. Clerk, Typist Assigned to Admin/Supv.	10.64	10.86	11.07	11.29	11.52	12.09	12.58	13.20	13.82	14.32	15.52	15.98	16.24
Custodial Worker, Mechanics Assistant	10.49	10.70	10.91	11.13	11.35	11.85	12.39	12.97	13.52	14.06	15.25	15.71	15.97
Typist, Teach. Aide	10.26	10.47	10.67	10.88	11.10	11.61	12.10	12.62	13.18	13.64	14.80	15.26	15.52
Child Care Worker	10.16	10.37	10.57	10.78	11.00	11.51	12.00	12.52	13.08	13.54	14.70	15.16	15.42
Cook	9.37	9.56	9.75	9.94	10.14	10.41	10.84	11.38	11.90	12.38	13.46	13.92	14.18
School Monitor	9.19	9.38	9.56	9.75	9.95	10.41	10.84	11.38	11.90	12.38	13.46	13.92	14.18
Cleaner	8.23	8.39	8.56	8.73	8.80	8.97	9.29	9.42	9.60	9.78	10.22	10.67	10.92
Food Service	8.40	8.57	8.74	8.91	9.09	9.29	9.48	9.70	9.91	10.21	11.18	11.64	11.90

B. ADDITIONAL ANNUAL COMPENSATION

Head Mechanic	\$ 788
Cook	112
Bus Driver Trainer, each	619

- C. **LONGEVITY** — The hourly rate of each employee having completed ten (10) years of service in the District will be increased to the rate indicated under Longevity I. The hourly rate of each employee having completed fifteen (15) years of service in the District will be increased to the rate indicated under Longevity I. The hourly rate of each employee having completed twenty (20) years of service in the District will be increased to the rate indicated under Longevity I.
- D. **SALARY AGREEMENTS** will be offered each employee and will show the hourly rates, extra compensation, if any, the number of days required, the number of hours per day required, the number of vacation and holiday hours to be provided and the equivalent rate of pay.
- E. **SUMMER EMPLOYMENT** — The District will, when conditions require, make available summer employment to a number of ten (10) month employees. When such employment is anticipated, said employee will be offered a twelve (12) month contract with the period from the opening of school in September to the closing of school in June at the rate of pay shown for the regular assigned positions and the period from the closing of school in June to the opening of school in September at the rate of pay for the classification assigned for this period.
- K. The School Bus Trainer stipend shall be paid to each trainer.
 Employees in charge of a building cafeteria will receive a Cook's stipend.

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
1	RECOGNITION	1
2	PAYROLL DEDUCTIONS	1
3	RIGHTS OF UNION	2
4	MANAGEMENT OF THE SCHOOL DISTRICT	3
5	GRIEVANCE PROCEDURE	3
6	SENIORITY	6
7	LAYOFFS, VACANCIES, PROMOTIONS AND BUS RUNS	7
8	ELIGIBILITY FOR & CALCULATION OF BENEFIT CREDITS	10
9	LEAVES OF ABSENCE	10
10	HEALTH INSURANCE	15
11	RETIREMENT	17
12	COMPENSATION	17
13	WORK SCHEDULES	18
14	OVERTIME	19
15	FIELD TRIPS	20
16	UNIFORMS AND TOOLS	20
17	EDUCATION AND TRAINING	20
18	MISCELLANEOUS	21
19	SCOPE OF AGREEMENT	22
20	LEGISLATIVE ACTION	22
21	TERM OF AGREEMENT	22
	SIGNATURE PAGE	23
	APPENDIX A — SALARY SCHEDULES	24-27